

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 8	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 01 July 2003		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX (703) 767-2382 ROBERT E JONES/DESC-EB Robert.E.Jones@dla.mil PHONE (703) 767-2397 P.P. 8.2		CODE SP0600		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)				X		
				9a. AMENDMENT OF SOLICITATION NO. SP0600-03-R-0036		
				9b. DATED (SEE ITEM 11) 20 May 2003		
				10a. MODIFICATION OF CONTRACT/ORDER NO.		
				10b. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 12.05 CHANGES-FIXED PRICE (AUG 87)						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.01						
OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor [] is not, [x] is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
<p>The purpose of this amendment is to incorporate the following changes into Sections I, L and M of the Scott Air Force Base Request for Proposal (RFP). See following page(s)</p>						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER RICHARD MANN		
15B. NAME OF CONTRACTOR/OFFEROR BY <i>(Signature of person authorized to sign)</i>		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>		16C. DATE SIGNED

1. In Section B.6.1 Alternate Price Proposal, Schedule B-3, Sub-Clin AC is hereby changed to AD.
2. Section C.11.2.7, Capital Upgrades and Renewals and Replacements Plan Schedule is hereby deleted in its entirety.
3. In Section I.2 FAR Clauses, the following FAR Clauses Incorporated by Reference are hereby updated:
 - 52.229-3 Federal, State, and Local Taxes (April 2003)
 - 52244-6 Subcontracts for Commercial Items (April 2003)
4. In Section I.3, DFARS Clause 252.225-7031 Secondary Arab Boycott of Israel (April 2003) shall be moved to Section K and is hereby updated to read as follows:
 - (a) *Definitions.* As used in this provision-
 - (1) "Foreign person" means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.
 - (2) "United States person" is defined in 50 U.S.C. App. 2415(2) and means-
 - (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
 - (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and
 - (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.
 - (b) *Certification.* If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it-
 - (1) Does not comply with the Secondary Arab Boycott of Israel; and
 - (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking
5. In Section I.4 the following AFFARS Clauses Incorporated by Reference are hereby updated:

- 5352.242-9000 Elimination of Use of Class 1 Ozone Depleting Substances (ODS)(APR 2003)
- 5352.242.9000 Contractor Access to Air Force Installations (June 2002)

6. Section I.6 Regulated Utility Clauses Incorporated by Reference, the following clause(s) are hereby added:

NOTE: Clauses 52.241-6, 9, 10 and 12 require fill in completion by offerors submitting a regulated tariff price proposal.

52.241-6	Service Provisions (a) (1) to be determined percent (2) to be determined days (b) (1) to determined year(s) (2) to be determined percent (3) to be determined percent (d) (1) <u>to be determined</u> hour(s)	FAR 41.501(c)(5)	Feb 1995
52.241-9	Connection Charge (a) \$ to be determined (c) percent to be determined (e)(1) months to be determined (e)(1)(i) month(s) to be determined (e)(1)(ii) month(s) to be determine (2) months to be determined	FAR 41.501(d)(3)	Feb 1995
52.241-10 (applies to Terminations for Convenience only, not for Default)	Termination Liability For the purposes of this clause the blank(s) is/are completed as follows: <u>To be determined</u> months <u>\$ to be determined.</u> <u>\$ to be determined.</u> Termination charges = \$to be determined.	FAR 41.501(d)(4)	Feb 1995
52.241-12	Non-Refundable, Nonrecurring Service Charge For the purposes of this clause the blank(s) is/are completed as follows: Nonrefundable, nonrecurring charge for <u>TBD</u> in the amount of <u>TBD</u> dollars payable.	FAR 41.501(d)(6)	Feb 1995

7. In Section L.2.1.4 Use of Non-Government Advisors, the following name is hereby added to the end of paragraph two: CH2M HILL.

8. Section L.2.1.4 Use of Non-Government Advisors, the following language is hereby added in its entirety:

Air Force Civil Engineering Support Agency (AFCESA) Utility Privatization A&E Contractors may not assist or participate in preparation or submission of any proposal associated with this acquisition.

9. In Section L.6, the last paragraph, subfactor #5 is hereby deleted in its entirety.
10. Section L.6.5, Subfactor 5: Financial Capability, is hereby deleted in its entirety.
11. In Section L.7, Proposal Preparation Instructions – Volume II: Past Performance, the following text is hereby deleted in its entirety:

The Offeror shall submit to the Contracting Officer its past performance information (contact references per Section L, Attachment 1) on the date specified in Section A. An original and four hard copies of the offeror's past performance information shall be submitted in five individual loose-leaf binders. The Offeror shall submit the rest of its initial proposal no later than the solicitation closing date and time.

The remainder of L.7 remains as stated (Volume II is due at the same time and in the same format as the rest of the proposal).

12. Section L.8.3.4 Small Business Offerors is hereby added to the RFP:

Small Business offerors should identify work they intend to complete "in- house" in performance of the contract requirements. Such work will be considered to have met the socioeconomic goals.

13. Section L.8.4 Socioeconomic Proposal has been revised and now reads as follows:

L.8.4 Socioeconomic Proposal

Offerors shall submit a plan that demonstrates their commitment to providing subcontracting opportunities to Small Businesses, Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs). All offerors regardless of business size are required to provide socioeconomic commitment.

As part of their plan, the offeror shall include:

1. A description of the efforts the company will make to assure that small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) will have an equal opportunity to compete for subcontracts under any resulting contract.
2. A description of the offeror's current and planned proposed range for services,

supplies, and any other support that will be provided by small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).

3. The specific names of subcontractors to the extent they are known.
4. A description of any future plans the company has for developing additional subcontracting opportunities for small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) during the contract period.
5. Identification of the portion of the offeror's proposal, as a percentage of dollars, that will be subcontracted to small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).
6. The type of performance data the offeror would accumulate and provide to the Contracting Office, regarding your support of small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs), small disadvantaged, women-owned small, Veteran-owned small and /or HUBZone small business concerns during the period of contract performance.
7. The name and title of the individual principally responsible for ensuring company support to such firms.

NOTE: An offeror considered to be Small Business will have demonstrated the commitment to utilize Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).to the extent they perform the contract requirements internally or by subcontracting to HBCUs/MIs.

14. In Section L.9.6.2, Schedule L-1, Item #3 (U.S. Federal Taxes) is deleted.
Schedule L-1 now appears as follows:

Schedule L-1 – Calculation of Fixed Monthly Charge

Component	Monthly Charge	Annual Charge
1. Operations and Maintenance (O&M)		
2. Renewals and Replacements (R&R)		
Total Fixed Monthly Charge (to be entered in Sub-CLIN AB)		

15. In Section L9.6.2, Cost Proposal, Introduction, and Pricing Assumptions, under the Renewals and Replacements section, paragraph two is hereby deleted in its entirety.

16. In Section L9.6.2, the Initial Capital Upgrades text is hereby replaced with the following text:

The Offeror shall provide cost information for initial capital upgrades listed in the Capital Upgrades and Renewals and Replacements Plan provided in their proposal in accordance with C.11.2, *Capital Upgrades and Renewals and Replacements Plan*. Information to support the price proposed for initial capital upgrades shall include total upgrade price, estimated completion date, number of months the price will be amortized, and the interest rate proposed by the Offeror. This information should be provided in Schedule L-3. A separate Schedule L-3 shall be provided for each utility system included in the proposal.

17. In Section L9.6.2, Schedule L-3 Initial Capital Upgrades, the last column titled **“US Federal Taxes included in Monthly Charge”** is hereby deleted in its entirety. The last row titled **“2. Contribution in Aid of Construction (CIAC) Taxes”** is hereby deleted in its entirety. Schedule L-3 now appears as follows:

Schedule L-3 - Initial Capital Upgrades

Component Name	Component Cost	Interest Rate	First Full Month Project Will Be in Service	# of Months to Amortize Component	Monthly Charge
1. Initial Capital Upgrades					
Project 1					
Project 2					
TOTAL Capital Upgrades					

18. In Section M.4, Factor 5, Subfactor 1: Financial Capability is deleted.

19. Section M.4.2.5, Subfactor 5: Financial Capability, is hereby deleted in its entirety.

20. Replace the rating charts in M.4.3.1, M.4.4.1 and M.4.5.1 with the following ratings charts:

M.4.3.1 Past Performance Ratings

Numerical Rating	Adjectival Rating	Definition
9-10	Excellent/High Confidence	Based on the Offeror's performance record, essentially no doubt exists that the Offeror will successfully perform the required effort.
7-8	Very Good/ Significant Confidence	Based on the Offeror's performance record, little doubt exists that the Offeror will successfully perform the required effort.
5-6	Satisfactory/ Confident	Based on the Offeror's performance record, some doubt exists that the Offeror will successfully perform the required effort.
3-4	Marginal/ Little Confidence	Based on the Offeror's performance record, substantial doubt exists that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary to achieve contract requirements.
0-2	Unsatisfactory/ No Confidence	Based on the Offeror's performance record, extreme doubt exists that the Offeror will successfully perform the required effort.
N/A	Neutral/ Unknown Confidence	No performance record identifiable (see FAR15.305[a][2][iii] and [iv])

M.4.4.1 Proposal Risk Ratings

Rating	Definition
High Risk	Likely to cause significant disruption of schedule, increased cost, or degradation of performance. Risk may be unacceptable even with special contractor emphasis and close Government monitoring.
Moderate Risk	Moderate potential to cause some disruption of schedule, increased cost, or degradation of performance. However, special contractor emphasis and close government monitoring will probably be able to overcome difficulties.
Acceptable Risk	Small potential to cause some disruption of schedule, increased cost, or degradation of performance. However, some government monitoring will be able to overcome difficulties.
Low Risk	Has little potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor effort and normal Government monitoring will probably be able to overcome difficulties.

M.4.5.1 Socioeconomic Plan Ratings

Color	Rating	Definition
Blue	Excellent	Offeror's plan addresses all seven items required by the solicitation.
Green	Very Good	Offeror's proposal contains at least five items required by the solicitation.
Yellow	Good	Offeror's proposal contains at least three items required by the solicitation.
Red	Poor	Offeror fails to submit information that satisfies any of the requirements listed above.

21. Section M.4.5, Socioeconomic Plan, has been revised and now reads as follows:

M.4.5 Socioeconomic Plan

The relative merit of the Socioeconomic Plan will be evaluated based on the degree to which an offeror's proposal demonstrates the commitment to use, in performance of the offered requirements, small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).

NOTE: An offeror considered to be Small Business will have demonstrated the commitment to utilize Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) to the extent they perform the contract requirements internally or by subcontracting to HBCUs/MIs.

22. The following paragraph is hereby added to Section M.5 Subcontracting Plan:

The cascading preference source selection method will be used in the evaluation of firms for award under this solicitation. The cascading source selection method permits small and large businesses to submit offers. Offers from small businesses will be considered first. In accordance with FAR Subpart 19.5, any award resulting from the solicitation will be made to an eligible small business concern provided that (1) at least two competitive offers are received from responsible small business concerns, and (2) award will be made at a fair market price. If conditions for award to a small business concern are not met, award will be made on the basis of full and open competition considering all offers submitted by responsible business concerns.